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WILLIAM HUGHES.
THE CHOICEST AND BEST OF ALES, WINES.
SALOON, Pilot and Medium Bread.
Exchange, &c.
THE UNDERSIGNED, from and after.
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HAWAIIAN MEAT BEEF!
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Supreme Court-In Banco.

WILLIAM H. DAVIS vs. CHARLES BREWER.
In Equity. On Appeal from decision of the
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DECISION ON DEMURRER AND FELA IN BAR.
Bill in Equity to obtain a lot of land in Honolulu,
which the respondent holds under a Royal Patent,
and which the complainant claims under the following
state of facts set forth in his Bill:
May 20, 1847, a deed of partition was made between
Wm. H. Davis, Robert G. Davis and Elizabeth Jones,
of certain land which they inherited, which includes
the lot claimed in this suit.
June 3, 1847, the complainant, on leaving the
Kingdom, appointed his brother Robert his agent
by Letters of Attorney, with power to transact all
business appertaining to his private estate in the
Hawaiian Islands, to lease land, prosecute and
defend suits, substitute land claims, appoint a
substitute, compromise claims, but not with express
power to sell or mortgage land, borrow money or
give notes. This Letter of Attorney was recorded,
and does not appear to be revoked.
Nov. 6, 1852, Land Commission Awards numbered
4021 and 4022 were issued to Wm. H. and Robert
G. Davis respectively for land included within their
shares under said deed of partition.
January 10, 1853, Robert G. Davis borrowed \$3000
of B. F. Angell, giving therefor his own and W. H.
Davis' joint and several promissory note, with a
power of sale mortgage on the land covered by
said Award No. 4022. Robert G. Davis signed both
note and mortgage with his own name and with
Wm. H. Davis' name as his attorney.
Feb. 21, 1854, Angell assigned the mortgage and
note to C. Brewer, 2d, who foreclosed by Bill in
Equity filed Oct. 25, 1856, and at a sale thereupon
ordered by the Court, took a deed of conveyance
from the Marshal, Feb. 4, 1857.
March 30, 1857, C. Brewer 2d conveyed the land to
C. Brewer, 1st, by quit claim deed.
Sept. 7, 1857, C. Brewer 1st took out a Royal Patent
for the land described in said Award No. 4022,
which Patent avers that the said Award had been
issued to him by the Land Commission.
The complainant avers that the proceedings in the
deed for the foreclosure, the giving of the mortgage
deed and note, and the issuing of the Royal
Patent, are all without his knowledge or authority,
and that he has in no manner received any benefit
or proceeds from the sale, or on the note, and that
the Patent was "wrongfully procured."
The respondent demurs for non-judgment of Angell
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Parties: Angell and C. Brewer 2d more fully
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liability to the complainant in case his title fail;
on the contrary, it would seem that the doctrine
of caveat emptor applies to the assignment of
the mortgage and conveyance by quit claim deed.
As assignor of these parties does not depend
upon the importance of their testimony to the
respondent, for that is available for him, but on
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should the title fail which they undertook to convey,
their non-judgment is not regarded as good
cause for demurrer. (1)
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are in favor of a Patent. It is the highest
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using the Statute and the Courts as instruments
to effectuate an apparent fraud, and to validate
an instrument prima facie worthless. And the
same might be said of a publication if it were
not at least likely or possible to reach the
absentee, for his rights ought not to be concluded
without a possible opportunity for him to be
heard, in a transaction which was void in its in-